

DELIVERY ORDER

47QFCA18F0113

Modification PO05

Customer Experience Term License Support

in support of:

**General Services Administration (GSA)
Office of Customer Experience (OCE)**

Awarded to:

**CarahSoft Technology Corporation under the General Services Administration (GSA)
Schedule Contract# GS-35F-0119Y**

**The Contractor's Basic GSA Schedule contract is applicable to the Delivery Order that is
awarded**

Conducted under Federal Acquisition Regulation (FAR) 8.4

Issued by:

General Services Administration (GSA)

Assisted Acquisition Services (AAS)

FEDSIM

1800 F Street, NW (QF0B)

Washington, DC 20405

August 14, 2020

GSA AAS Project Number: 2018084GS

SECTION 1 – SUPPLIES AND PRICES

1.1 ORDER TYPE

The contractor shall perform the effort required by this Delivery Order (DO) on a Firm-Fixed-Price (FFP) basis. The work shall be performed in accordance with all sections of this DO and the offeror's General Services Administration (GSA) Multiple Award Schedule (MAS), under which the resulting DO will be placed.

This requirement is a Brand Name requirement. This DO will be procured in accordance with the Federal Acquisition Regulation (FAR) 8.405-6, Items Peculiar to One Manufacturer. Items requiring a specific Brand Name shall require the specific manufacturer part numbers listed in Sections 1.2.1 through 1.2.6.

The specific brands are as follows: Qualtrics

1.2 SERVICES AND PRICES

Items under CLINS and applicable subCLINs X007 through X012 are optional. All items under CLINS X001 through X012 are firm-fixed price

In accordance with FAR 52.217-6, licenses and technical support specified under optional CLINs/subCLINs X007 through X012 may be purchased in any quantity, at any time during the period of performance, up to the maximum amount, and at the fixed unit price delineated in the Pricing Schedule.

The Government is under no obligation to purchase any items under optional CLINs/subCLINs.

The following abbreviations are used in this price schedule:

CLIN	Contract Line Item Number
FFP	Firm-Fixed-Price
QTY	Quantity
MFR	Manufacturer

1.2.1 FFP BASE PERIOD MANDATORY CLINs:

CLIN	MFR Part #	Complete Item Description	Qty	Unit Price	Extended Price
0001	FR-CX5-1000000	FEDRAMP Customer Experience 5 Response Tier – 1000000	(b) (4)		
0002	FR-CXT2-1000000	(API) Customer Experience 2 Advanced Feature-AF-1000000			

SECTION 1 – SUPPLIES AND PRICES

0003	FR-CXT2-1000000	(API) Customer Experience 2 Advanced Feature-AF-1000000 (Salesforce Integration)	(b) (4)
0004	FR-CXT2-1000000	(API) Customer Experience 2 Advanced Feature-AF-1000000 (Tableau Connector)	
0005	SMS Credit-5000	Short Message Service Credit- 50000 (Per 50,000)	
0006	FR-CXDash-5000	FEDRAMP Customer Experience Dashboard User Bundle Response Tier - 5000 (Enterprise for the Agency)	

TOTAL BASE PERIOD MANDATORY CLINs

(b) (4)

1.2.2 FFP BASE PERIOD OPTIONAL CLINs:

CLIN	MFR Part #	Complete Item Description	Qty	Unit Price	Total Price
0007	FR-CX5-1000000	FEDRAMP Customer Experience 5 Response Tier - 1000000 Exercise after award	(b) (4)	(b) (4)	(b) (4)
0008	SMS Credit-5000	Short Message Service Credit- 50000 (Per 50,000)			
0009		FEDRAMP Customer Experience			
0009a	FR-CX5-25000	FEDRAMP Customer Experience 5 Response Tier - 25,000			
0009b	FR-CXDash-30	FEDRAMP Customer Experience Dashboard User Bundle Response Tier – 30			
0009c	FR-CXT2-25000	FedRAMP Customer Experience 2 Advanced Feature-AF- 25,000 (API)			

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0009d	FR-CXT2-25000	FedRAMP Customer Experience 2 Advanced Feature-AF-25,000 (Salesforce Integration)
0009e	FR-CXT2-25000	FedRAMP Customer Experience 2 Advanced Feature-AF-25,000 (Tableau Connector)
0009f	SMS Credit-5000	Short Message Service Credit- 50000 (Per 50,000)
0010		FEDRAMP Customer Experience
0010a	FR-CX5-25000	FEDRAMP Customer Experience 5 Response Tier - 25,000
0010b	FR-CXDash-30	FEDRAMP Customer Experience Dashboard User Bundle Response Tier – 30
0010c	FR-CXT2-25000	FedRAMP Customer Experience 2 Advanced Feature-AF- 25,000 (API)
0010d	FR-CXT2-25000	FedRAMP Customer Experience 2 Advanced Feature-AF-25,000 (Salesforce Integration)
0010e	FR-CXT2-25000	FedRAMP Customer Experience 2 Advanced Feature-AF-25,000 (Tableau Connector)
0010f	SMS Credit-5000	Short Message Service Credit- 50000 (Per 50,000)
0011		FEDRAMP Customer Experience
0011a	FR-CX5-25000	FEDRAMP Customer Experience 5 Response Tier - 25,000
0011b	FR-CXDash-30	FEDRAMP Customer Experience Dashboard User Bundle Response Tier – 30

(b) (4)

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0011c	FR-CXT2-25000	FedRAMP Customer Experience 2 Advanced Feature-AF- 25,000 (API)
0011d	FR-CXT2-25000	FedRAMP Customer Experience 2 Advanced Feature-AF-25,000 (Salesforce Integration)
0011e	FR-CXT2-25000	FedRAMP Customer Experience 2 Advanced Feature-AF-25,000 (Tableau Connector)
0011f	SMS Credit-5000	Short Message Service Credit- 50000 (Per 50,000)
0012		FEDRAMP Customer Experience
0012a	FR-CX5-25000	FEDRAMP Customer Experience 5 Response Tier - 25,000
0012b	FR-CXDash-30	FEDRAMP Customer Experience Dashboard User Bundle Response Tier – 30
0012c	FR-CXT2-25000	FedRAMP Customer Experience 2 Advanced Feature-AF- 25,000 (API)
0012d	FR-CXT2-25000	FedRAMP Customer Experience 2 Advanced Feature-AF-25,000 (Salesforce Integration)
0012e	FR-CXT2-25000	FedRAMP Customer Experience 2 Advanced Feature-AF-25,000 (Tableau Connector)
0012f	SMS Credit-5000	Short Message Service Credit- 50000 (Per 50,000)

(b) (4)

TOTAL BASE PERIOD OPTIONAL CLINs

(b) (4)

TOTAL BASE PERIOD CLINs

\$ 1,537,515.67

SECTION 1 – SUPPLIES AND PRICES

1.2.3 FFP OPTION PERIOD ONE MANDATORY CLINs:

CLIN	MFR Part #	Complete Item Description	(b) (4)
1001	FR-CX5-1000000	FEDRAMP Customer Experience 5 Response Tier – 1000000	
1002	FR-CXT2-1000000	(API) Customer Experience 2 Advanced Feature-AF-1000000	
1003	FR-CXT2-1000000	(API) Customer Experience 2 Advanced Feature-AF-1000000 (Salesforce Integration)	
1004	FR-CXT2-1000000	(API) Customer Experience 2 Advanced Feature-AF-1000000 (Tableau Connector)	
1005	SMS Credit-5000	Short Message Service Credit-50000 (Per 50,000)	
1006	FR-CXDash-5000	FEDRAMP Customer Experience Dashboard User Bundle Response Tier - 5000 (Enterprise for the Agency)	

TOTAL OPTION PERIOD ONE MANDATORY CLINs

(b) (4)

1.2.4 FFP OPTION PERIOD ONE OPTIONAL CLINs:

CLIN	MFR Part #	Complete Item Description	(b) (4)
1007	FR-CX5-1000000	FEDRAMP Customer Experience 5 Response Tier - 1000000 Exercise after award	
1008	SMS Credit-5000	Short Message Service Credit-50000 (Per 50,000)	

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1009		FEDRAMP Customer Experience
1009a	FR-CX5-25000	FEDRAMP Customer Experience 5 Response Tier - 25,000
1009b	FR-CXDash-30	FEDRAMP Customer Experience Dashboard User Bundle Response Tier – 30
1009c	FR-CXT2-25000	FedRAMP Customer Experience 2 Advanced Feature-AF- 25,000 (API)
1009d	FR-CXT2-25000	FedRAMP Customer Experience 2 Advanced Feature-AF-25,000 (Salesforce Integration)
1009e	FR-CXT2-25000	FedRAMP Customer Experience 2 Advanced Feature-AF-25,000 (Tableau Connector)
1009f	SMS Credit-5000	Short Message Service Credit-50000 (Per 50,000)
1010		FEDRAMP Customer Experience
1010a	FR-CX5-25000	FEDRAMP Customer Experience 5 Response Tier - 25,000
1010b	FR-CXDash-30	FEDRAMP Customer Experience Dashboard User Bundle Response Tier – 30
1010c	FR-CXT2-25000	FedRAMP Customer Experience 2 Advanced Feature-AF- 25,000 (API)

(b) (4)

SECTION 1 – SUPPLIES AND PRICES

1010d	FR-CXT2-25000	FedRAMP Customer Experience 2 Advanced Feature-AF-25,000 (Salesforce Integration)
1010e	FR-CXT2-25000	FedRAMP Customer Experience 2 Advanced Feature-AF-25,000 (Tableau Connector)
1010f	SMS Credit-5000	Short Message Service Credit-50000 (Per 50,000)
1011		FEDRAMP Customer Experience
1011a	FR-CX5-25000	FEDRAMP Customer Experience 5 Response Tier - 25,000
1011b	FR-CXDash-30	FEDRAMP Customer Experience Dashboard User Bundle Response Tier – 30
1011c	FR-CXT2-25000	FedRAMP Customer Experience 2 Advanced Feature-AF- 25,000 (API)
1011d	FR-CXT2-25000	FedRAMP Customer Experience 2 Advanced Feature-AF-25,000 (Salesforce Integration)
1011e	FR-CXT2-25000	FedRAMP Customer Experience 2 Advanced Feature-AF-25,000 (Tableau Connector)
1011f	SMS Credit-5000	Short Message Service Credit-50000 (Per 50,000)
1012		FEDRAMP Customer Experience

(b) (4)

SECTION 1 – SUPPLIES AND PRICES

1012a	FR-CX5-25000	FEDRAMP Customer Experience 5 Response Tier - 25,000
1012b	FR-CXDash-30	FEDRAMP Customer Experience Dashboard User Bundle Response Tier – 30
1012c	FR-CXT2-25000	FedRAMP Customer Experience 2 Advanced Feature-AF- 25,000 (API)
1012d	FR-CXT2-25000	FedRAMP Customer Experience 2 Advanced Feature-AF-25,000 (Salesforce Integration)
1012e	FR-CXT2-25000	FedRAMP Customer Experience 2 Advanced Feature-AF-25,000 (Tableau Connector)
1012f	SMS Credit-5000	Short Message Service Credit- 50000 (Per 50,000)

(b) (4)

TOTAL OPTION PERIOD ONE OPTIONAL CLINs

(b) (4)

TOTAL OPTION PERIOD ONE CLINs

\$ 1,561,178.46

1.2.5 FFP OPTION PERIOD TWO MANDATORY CLINs:

CLIN	MFR Part #	Complete Item Description
2001	FR-CX5-1000000	FEDRAMP Customer Experience 5 Response Tier – 1000000
2002	FR-CXT2-1000000	(API) Customer Experience 2 Advanced Feature-AF- 1000000
2003	FR-CXT2-1000000	(API) Customer Experience 2 Advanced Feature-AF- 1000000 (Salesforce

(b) (4)

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		Integration)
2004	FR-CXT2-1000000	(API) Customer Experience 2 Advanced Feature-AF-1000000 (Tableau Connector)
2005	SMS Credit-5000	Short Message Service Credit-50000 (Per 50,000)
2006	FR-CXDash-5000	FEDRAMP Customer Experience Dashboard User Bundle Response Tier - 5000 (Enterprise for the Agency)

(b) (4)

TOTAL OPTION PERIOD ONE MANDATORY CLINs

(b) (4)

1.2.6 FFP OPTION PERIOD TWO OPTIONAL CLINs:

CLIN	MFR Part #	Complete Item Description
2007	FR-CX5-1000000	FEDRAMP Customer Experience 5 Response Tier - 1000000 Exercise after award
2008	SMS Credit-5000	Short Message Service Credit-50000 (Per 50,000)
2009		FEDRAMP Customer Experience
2009a	FR-CX5-25000	FEDRAMP Customer Experience 5 Response Tier - 25,000
2009b	FR-CXDash-30	FEDRAMP Customer Experience Dashboard User Bundle Response Tier – 30

(b) (4)

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2009c	FR-CXT2-25000	FedRAMP Customer Experience 2 Advanced Feature-AF- 25,000 (API)
2009d	FR-CXT2-25000	FedRAMP Customer Experience 2 Advanced Feature-AF-25,000 (Salesforce Integration)
2009e	FR-CXT2-25000	FedRAMP Customer Experience 2 Advanced Feature-AF-25,000 (Tableau Connector)
2009f	SMS Credit-5000	Short Message Service Credit-50000 (Per 50,000)
2010		FEDRAMP Customer Experience
2010a	FR-CX5-25000	FEDRAMP Customer Experience 5 Response Tier - 25,000
2010b	FR-CXDash-30	FEDRAMP Customer Experience Dashboard User Bundle Response Tier – 30
2010c	FR-CXT2-25000	FedRAMP Customer Experience 2 Advanced Feature-AF- 25,000 (API)
2010d	FR-CXT2-25000	FedRAMP Customer Experience 2 Advanced Feature-AF-25,000 (Salesforce Integration)
2010e	FR-CXT2-25000	FedRAMP Customer Experience 2 Advanced Feature-AF-25,000 (Tableau Connector)
2010f	SMS Credit-5000	Short Message Service Credit-50000 (Per 50,000)

(b) (4)

SECTION 1 – SUPPLIES AND PRICES

2011		FEDRAMP Customer Experience
2011a	FR-CX5-25000	FEDRAMP Customer Experience 5 Response Tier - 25,000
2011b	FR-CXDash-30	FEDRAMP Customer Experience Dashboard User Bundle Response Tier – 30
2011c	FR-CXT2-25000	FedRAMP Customer Experience 2 Advanced Feature-AF- 25,000 (API)
2011d	FR-CXT2-25000	FedRAMP Customer Experience 2 Advanced Feature-AF-25,000 (Salesforce Integration)
2011e	FR-CXT2-25000	FedRAMP Customer Experience 2 Advanced Feature-AF-25,000 (Tableau Connector)
2011f	SMS Credit-5000	Short Message Service Credit-50000 (Per 50,000)
2012		FEDRAMP Customer Experience
2012a	FR-CX5-25000	FEDRAMP Customer Experience 5 Response Tier - 25,000
2012b	FR-CXDash-30	FEDRAMP Customer Experience Dashboard User Bundle Response Tier – 30
2012c	FR-CXT2-25000	FedRAMP Customer Experience 2 Advanced Feature-AF- 25,000 (API)

(b) (4)

SECTION 1 – SUPPLIES AND PRICES

2012d	FR-CXT2-25000	FedRAMP Customer Experience 2 Advanced Feature-AF-25,000 (Salesforce Integration)	(b) (4)
2012e	FR-CXT2-25000	FedRAMP Customer Experience 2 Advanced Feature-AF-25,000 (Tableau Connector)	
2012f	SMS Credit-5000	Short Message Service Credit-50000 (Per 50,000)	

TOTAL OPTION PERIOD TWO OPTIONAL CLINs

(b) (4)

TOTAL OPTION PERIOD TWO CLINs

(b) (4)

TOTAL ALL CLINs

\$4,684,245.26

SECTION 1 – SUPPLIES AND PRICES

2.1 BACKGROUND

The General Services Administration Office of Customer Experience (GSA/OCE) focuses on improving customer experience and fostering a customer-first mentality in support of GSA's mission. The team works across GSA business lines to better understand the experiences of GSA's customer agencies. One way OCE achieves this is by using a customer experience platform to collect qualitative and quantitative customer experience data and to analyze and synthesize the data.

OCE supports all GSA staff and service offices, including the Federal Acquisition Service (FAS), Office of the Chief Information Officer (GSA IT), Office of the Chief Financial Officer (OCFO), Office of Government-wide Policy (OGP), Office of Human Resource Management (OHRM), and Public Buildings Service (PBS). As of August 2018, there are over 70 users of the customer experience platform, and OCE has collected over 643,000 customer, supplier, and employee responses in the last year.

In supporting offices across GSA, OCE also supports GSA's Centers of Excellence (CoEs), which work with other federal agencies by starting individual pilot programs for beginning customer experience support. By leveraging GSA's customer experience platform contract, GSA CoEs will gain an important and useful tool in helping other agencies improve their customer experience. Participating agencies interested in collecting customer feedback will be able to test and evaluate this customer experience software. Participating agencies that may use this option include the following:

- a. United States Department of Agriculture (USDA)
- b. The Department of Housing and Urban Development (HUD)
- c. The Department of Veterans Affairs (VA)
- d. Department of Interior (DOI)
- e. Department of State (DOS)
- f. Department of Labor (DOL)

2.2 PURPOSE

The purpose of this DO is to procure continued Customer Experience Management (CEM) term software licenses for GSA/OCE support with options for participating agencies to begin individual pilot programs in conjunction with the GSA CoEs.

2.3 AGENCY MISSION

GSA's mission is to deliver value and savings in real estate, acquisition, technology, and other mission-support services across Government. The GSA OCE's mission is to improve the end-to-end experience of GSA customers by aligning operations to customer needs. Since its inception in 2014, OCE has been working across GSA business lines to better understand GSA customers' experiences.

2.4 SCOPE

The scope of this DO is to provide continued brand name specific CEM software as a service (SaaS) licenses for GSA/OCE support and optional licenses for participating agency use for GSA/OCE's work with the GSA CoEs.

SECTION 1 – SUPPLIES AND PRICES

2.5 PROVIDE BILL OF MATERIALS

The contractor shall deliver all items specified under the mandatory CLINs in Section 1.2, and any item specified under the optional CLINs, if exercised by the Government.

SECTION 1 – SUPPLIES AND PRICES

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SECTION 1 – SUPPLIES AND PRICES

4.1 PLACE OF INSPECTION AND ACCEPTANCE

Inspection and acceptance of all work performance, reports, and other deliverables under this DO shall be performed by the Government Contracting Officer's Representative (COR), to be identified upon award, at the offices located in Washington, D.C. The contractor shall deliver all items to the satisfaction of the Government.

4.2 SCOPE OF INSPECTION

All deliverables will be inspected for content, completeness, accuracy, and conformance to DO requirements by the Government COR. Inspection may include validation of information or software through the use of automated tools, testing, or inspections of the deliverables, as specified in the DO. The scope and nature of this inspection will be sufficiently comprehensive to ensure the completeness, quality, and adequacy of all deliverables.

The Government requires a period Not to Exceed (NTE) ten workdays after receipt of final deliverable items for inspection and acceptance or rejection.

4.3 BASIS OF ACCEPTANCE

The basis for acceptance shall be in compliance with the requirements set forth in the DO, the contractor's quote and other terms and conditions of the contract. Deliverable items rejected shall be corrected in accordance with the applicable clauses.

The final acceptance will occur when all discrepancies, errors, or other deficiencies identified in writing by the Government have been resolved, through documentation updates, program correction, or other mutually agreeable methods.

4.4 WRITTEN ACCEPTANCE/REJECTION BY THE GOVERNMENT

The Government COR will provide written notification of acceptance or rejection of all final deliverables within 15 workdays (unless specified otherwise in Section 5 – Deliverables or Performance). All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

4.5 NON-CONFORMING PRODUCTS OR SERVICES

Non-conforming products or services will be rejected. Deficiencies shall be corrected, by the contractor, within ten workdays of the rejection notice. If the deficiencies cannot be corrected within ten workdays, the contractor will immediately notify the Government COR of the reason for the delay and provide a proposed corrective action plan within ten workdays.

If the contractor does not provide products or services that conform to the requirements of this DO, the Government will withhold the fixed-price payment until the non-conforming products or services are remediated.

SECTION 1 – SUPPLIES AND PRICES

5.1 PERIOD OF PERFORMANCE

The period of performance for this DO is specified below:

Base Period: September 12, 2018 to September 11, 2019
Option Period One: September 12, 2019 to September 11, 2020
Option Period Two: September 12, 2020 to September 11, 2021

5.2 PLACE OF DELIVERY

The place of delivery for this DO is:

GSA/OCE
1800 F St NW
Washington DC, 20405
POC provided upon award

Proof of delivery shall be emailed to the Contracting Officer's Representative (COR) as listed in Section 6.1.1.

Optional Agency Places of Delivery shall be provided at Option exercise, and provided after award.

5.3 DELIVERY ORDER SCHEDULE AND MILESTONE DATES

The following schedule of milestones will be used by the Government COR to monitor timely progress under this DO. All references to days are government workdays.

For software or documents that may be either proprietary Commercial Off-the-Shelf (COTS) or custom, RS/Limited Rights Data (LD) rights apply to proprietary COTS software or documents and Unlimited Rights (UR) rights apply to custom software or documents. The Government asserts UR rights to open source COTS software. Any collateral agreements (within the meaning of FAR 52.227-14) proposed for data, regardless of the type of rights offered, shall be subject to the requirements of RFQ. For purposes of the foregoing, the terms "collateral agreement," "Supplier Agreement," and "Commercial Supplier Agreement" have the same meaning.

The Government Rights in Data for all deliverables listed in the table below is Unlimited Rights, per FAR 27.404-1(a) and 52.227-14.

The contractor shall deliver the deliverables listed in the following table:

MILESTONE/DELIVERABLE	RFQ REFERENCE	PLANNED COMPLETION DATE
Executed copy of DO (initial award and all modifications)	5.4	Within 10 days of award
Base Period Mandatory CEM Tool	2.5	September 12, 2018-September 11, 2019
Base Period Optional CEM Tool	2.5	Option exercise to September 11, 2019

SECTION 1 – SUPPLIES AND PRICES

Option Period One Mandatory CEM Tool	2.5	September 12, 2019-September 11, 2020
Option Period One Optional CEM Tool	2.5	Option exercise to September 11, 2020
Option Period Two Mandatory CEM Tool	2.5	September 12, 2020-September 11, 2021
Option Period Two Optional CEM Tool	2.5	Option exercise to September 11, 2021

The contractor shall mark all deliverables listed in the above table to indicate authorship by contractor (i.e., non-Government) personnel; provided, however, that no deliverable shall contain any proprietary markings inconsistent with the Government's data rights set forth in this DO. The Government reserves the right to treat non-conforming markings in accordance with subparagraphs (e) and (f) of the FAR clause at 52.227-14.

5.4 PUBLIC-RELEASE OF CONTRACT DOCUMENTS REQUIREMENT

The contractor agrees to submit, within ten workdays from the date of the GSA AAS Contracting Officer's (CO's) execution of the initial DO, or any modification to the DO (exclusive of Saturdays, Sundays, and Federal holidays), a Portable Document Format (PDF) file of the fully executed document with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of GSA. The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response to the contract requirement may itself be subject to disclosure under the FOIA. Submission of the proposed redactions constitutes concurrence of release under FOIA.

GSA will carefully consider all of the contractor's proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in such executed documents may be properly withheld.

SECTION 1 – SUPPLIES AND PRICES

6.1 CONTRACTING OFFICER’S REPRESENTATIVE (COR)

The GSA AAS CO will appoint a Government COR in writing for this DO through a COR Appointment Letter. The Government COR will receive, for the Government, all work called for by the DO and will represent the GSA AAS CO in the technical phases of the work. The Government COR will provide no supervisory or instructional assistance to contractor personnel.

The Government COR is not authorized to change any of the terms and conditions, scope, schedule, and price of the Contract or the DO. Changes in the scope of work will be made only by the GSA AAS CO by properly executed modifications to the Contract or the DO.

6.1.1 CONTRACT ADMINISTRATION

Contracting Officer (CO):

GSA FAS AAS (QF0B)
ATTN: Joseph M. Flanigan
1800 F Street, NW
Washington, D.C. 20405
Telephone: (703) 216-7058
Email: joseph.flanigan@gsa.gov

Contracting Officer’s Representative (COR):

GSA OCIO
Amar Singh
1800 F ST NW
Washington DC 20405-0001
Telephone: (202)501-8923
Email: amar.singh@gsa.gov

6.2 INVOICE SUBMISSION

The contractor shall submit Requests for Payments in accordance with the format contained in General Services Administration Manual (GSAM) 552.232-25, PROMPT PAYMENT (NOV 2009), to be considered proper for payment. In addition, the data elements indicated below shall be included on each invoice.

Delivery Order Number: *(from GSA Form 300, Block 2)*
Paying Number: *(ACT/DAC NO.) (From GSA Form 300, Block 4m or Standard)*
GSA AAS Project Number: 2018084GS
Project Title: INT4 Customer Experience Term License Support

The contractor shall submit invoices as follows:

The contractor shall utilize GSA’s electronic Assisted Services Shared Information SysTem (ASSIST) to submit invoices. The contractor shall manually enter CLIN charges into the Central Invoice Service (CIS) in the ASSIST Portal. Summary charges on invoices shall match the charges listed in CIS for all CLINs. The contractor shall submit invoices electronically by logging onto the following link (requires Internet Explorer to access the link):

<https://portal.fas.gsa.gov>

SECTION 1 – SUPPLIES AND PRICES

Log in using your assigned ID and password, navigate to the DO against which you want to invoice, click the Invoices and Acceptance Reports link in the left navigator, and then click the *Create New Invoice* button. By utilizing this method, no paper copy of the invoice shall be submitted to GSA or the GSA Finance Center. The contractor shall provide invoice backup data, as an attachment to the invoice, in accordance with the contract type, including detail such as labor categories, rates, and quantities of labor hours per labor category. GSA AAS may require the contractor to submit a written “hardcopy” invoice with the client COR’s certification prior to invoice payment. A paper copy of the invoice is required for a credit.

The contractor is certifying, by submission of an invoice in the CIS, that the invoice is correct and proper for payment.

If there are any issues submitting an invoice, contact the Assisted Acquisition Services Business Systems (AASBS) Help Desk for support at 877-472-4877 (toll free) or by email at AASBS.helpdesk@gsa.gov.

6.3 INVOICE REQUIREMENTS

The contractor may invoice as stated in Section 1 – Supplies or Services and Prices for the FFP CLINs. The invoice shall include the period of performance period covered by the invoice (all current charges shall be within the active period of performance) and the CLIN number and title. All prices shall be reported by CLIN element (as shown in Section 1 – Supplies or Services and Prices) and shall be provided for the current invoice and in total from project inception to date. The contractor shall provide the invoice data in spreadsheet form with the following detailed information. The listing shall include separate columns and totals for the current invoice period and the project to date.

- a. FFP period of performance period – as stated in Section 1 – Supplies or Services and Prices
- b. Total Amount Paid (Lump Sum) by CLIN/subCLIN

SECTION 1 – SUPPLIES AND PRICES

7.1 SECTION 508 COMPLIANCE REQUIREMENTS

Unless the Government invokes an exemption, all Electronic and Information Technology (EIT) products and services proposed shall fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, 29 United States Code (U.S.C.) 794d, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 Code of Federal Regulations (CFR) 1194. The contractor shall identify all EIT products and services proposed, identify the technical standards applicable to all products and services proposed, and state the degree of compliance with the applicable standards. Additionally, the contractor must clearly indicate where the information pertaining to Section 508 compliance can be found (e.g., Vendor's or other exact web page location). The contractor must ensure that the list is easily accessible by typical users beginning at time of award.

7.2 COMMERCIAL SUPPLIER AGREEMENTS

7.2.1 The Government understands that commercial software tools that may be purchased in furtherance of this DO as described in Section 2 (included with final RFQ) may be subject to commercial agreements which may take a variety of forms, including without limitation licensing agreements, terms of service, maintenance agreements, and the like, whether existing in hard copy or in an electronic or online format such as "clickwrap" or "browsewrap" (collectively, "Supplier Agreements"). For purposes of this TO, the Supplier Agreements are "collateral agreements" within the meaning of the FAR clause at 52.227-14.

7.2.2 The contractor shall ensure that any proposed Supplier Agreements allow the associated software and services to be used as necessary to achieve the objectives of this DO. The contractor shall provide all applicable Supplier Agreements to the FEDSIM CO prior to purchase and shall cooperate with the Government, including negotiations with the licensor as appropriate, to ensure compliance with this Section. Without limiting the generality of the foregoing, a compliant Supplier Agreement shall permit all of the following at no extra charge to the Government: (a) access and use by support contractors, including a successor contractor upon termination or expiration of this TO; (b) access and use by employees of other Federal, state and local law enforcement agencies; (c) transfer to a different data center and/or a successor contractor's cloud; and (d) the creation of derivative works that shall be subject to at least the same rights as set forth in subparagraphs (a) through (c) above. The above rights constitute "other rights and limitations" as contemplated in subparagraph (d) of the FAR clause at 52.227-14, Rights In Data – General (May 2014), Alternate III (Dec 2007).

7.3 INTELLECTUAL PROPERTY RIGHTS

The existence of any patent, patent application, or other intellectual property right that encumbers any deliverable must be disclosed in writing on the cover letter that accompanies the delivery. If no such disclosures are provided, the data rights provisions in FAR 52.227-14 apply.

7.4 SUPPLY CHAIN RISK MANAGEMENT

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7.4.1 CONTRACTOR SAFEGUARDS

The contractor shall support supply chain protections as defined in the National Institute of Standards and Technology Special Publication (NIST SP) 800-53 SA-12 control, which states, “The organization protects against supply chain threats to the information system, system component, or information system service by employing (Assignment: organization-defined security safeguards) as part of a comprehensive, defense-in-breadth information security strategy.” NIST SP 800-53 SA-12 can be located at the NIST website.

Link: <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>.

The contractor shall provide the Government with a description of what safeguards it intends for supply chain protections, such as only using signed software.

7.5 DELIVERY ORDER CLOSEOUT

The contractor shall submit a final invoice within 30 calendar days after the end of the DO Period. After the final invoice has been paid, the contractor shall furnish a completed and signed Release of Claims to the GSA AAS CO. This release of claims shall be submitted within 15 calendar days of final payment. Failure to submit the signed Release of Claims will result in a DO closeout as-is, and will result in a negative Contractor Performance Assessment Reporting System (CPARS) rating.

7.6 PRESS/NEWS RELEASE

The contractor shall not make any press/news release pertaining to this procurement without prior Government approval and only in coordination with the GSA AAS CO.

7.7 SURVIVAL OF THE RIGHTS AND OBLIGATIONS

The rights and obligations set forth in this DO shall be binding upon the contractor and its successors or permitted assigns in accordance with FAR 42.1203 and 42.1204 and shall survive this agreement notwithstanding the acquisition or merger of the contractor by or with another entity.

7.8 ADDITIONAL TERMS AND CONDITIONS

At no point will the Government maintain payment on a previous agreement and make payments on a new agreement for the same licenses.

7.9 AUTHORITY TO OPERATE (ATO)

The optional quantities of the licenses procured under this order may be funded and exercised by GSA on behalf of participating agencies during the PoP of this DO. Each agency will be required to follow their own applicable internal IT and security policies and procedures for implementation and use of a cloud-based software application.

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7.10 SAFEGUARDING SENSITIVE DATA AND INFORMATION TECHNOLOGY RESOURCES

In accordance with FAR 39.105, this section is included in this TO. This section applies to all users of sensitive data and IT resources, including awardees, contractors, subcontractors, lessors, suppliers and manufacturers.

The following GSA policies must be followed. These policies can be found at <http://www.gsa.gov/directives>.

- a. CIO 2100.1J GSA Information Technology (IT) Security Policy
- b. CIO P 2100.2B GSA Wireless Local Area Network (LAN) Security
- c. CIO 2100.3B Mandatory Information Technology (IT) Security Training Requirement for Agency and Contractor Employees with Significant Security Responsibilities
- d. CIO 2102.1 Information Technology (IT) Integration Policy
- e. CIO 2104.1A GSA Information Technology (IT) General Rules of Behavior
- f. CIO CHGE 1 2105.1C GSA Section 508: Managing Information Technology and Communications Technology (ICT) for Individuals with Disabilities
- g. CIO 2106.1 GSA Social Media Policy
- h. CIO 2107.1 Implementation of the Online Resource Reservation Software
- i. CIO 2160.4A Provisioning of Information Technology (IT) Devices
- j. CIO 2162.1 Digital Signatures
- k. CIO P 2165.2 GSA Telecommunications Policy
- l. CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information (PII)
- m. CIO 2182.2 Mandatory Use of Personal Identity Verification (PIV) Credentials
- n. CIO P 1878.2A Conducting Privacy Impact Assessments (PIAs) in GSA
- o. CIO 9297.1 GSA Data Release Policy
- p. CIO 9297.2B GSA Information Breach Notification Policy
- q. ADM P 9732.1D Suitability and Personnel Security

This section shall be inserted in all subcontracts.

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Note: The clauses contained in the Offeror's Basic GSA IT Schedule 70 contract are applicable to this DO and are hereby incorporated by reference.

8.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This DO incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the GSA AAS CO will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quote. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quote.

The full text of a clause may be accessed electronically at the FAR website:

<https://www.acquisition.gov/far/>

Clause No.	Clause Title	Date
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 2010
52.204-2	Security Requirements	AUG 1996
52.217-8	Option to Extend Services	NOV 1999
52.227-14	Rights in Data – General.	MAY 2014
52.227-14	Rights In Data – General (Alternate II)	DEC 2007
52.227-14	Rights In Data – General (Alternate III)	DEC 2007
52.232-18	Availability of Funds	APR 1984
52.232-23	Assignment of Claims	MAY 2014
52.232-38	Submission of Electronic Funds Transfer Information with Offer	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.247-14	Contractor Responsibility for Receipt of Shipment	APR 1984
52.249-2	Termination for Convenience of the Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

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8.1.1 FAR CLAUSES INCORPORATED BY FULL TEXT

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

As prescribed in 4.2105(b), insert the following clause:

Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2019)

(a) Definitions. As used in this clause--

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means--

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817). Substantial or essential component means any

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component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.

(c) Exceptions. This clause does not prohibit contractors from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of Clause)

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52.217-6 OPTION FOR INCREASED QUANTITY (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days of period of performance end date. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days prior to period of performance end date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 42 months.

(End of clause)

8.2 GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL (GSAM) CLAUSES INCORPORATED BY REFERENCE

The full text of a clause may be accessed electronically at GSAM website:

<https://www.acquisition.gov/gsam/gsam.html>

Clause No.	Clause Title	Date
552.203-71	Restriction on Advertising	SEP 1999
552.212-4	Contract Terms and Conditions – Commercial Items Alternate II (FAR Deviation)	JUL 2015
552.212-71	Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Items.	JUN 2016
552.212-72	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to GSA Acquisition of Commercial Items	SEP 2003
552.216-74	Task-Order and Delivery-Order Ombudsman	JAN 2017
552.219-75	GSA Mentor-Protégé Program	SEP 2009
552.232-1	Payments	NOV 2009

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552.232-25	Prompt Payment Alternate II (FAR Deviation)	NOV 2009
552.232-78	Commercial Supplier Agreements - Unenforceable Clauses	FEB 2018
552.238-79	Use of Federal Supply Schedule Contracts by Non-Federal Entities	JUL 2016
552.246-78	Inspection at Destination	JUN 2009
552.246-78	Inspection at Destination	JUN 2009

8.2.1 GSAM CLAUSES INCORPORATED BY FULL TEXT

552.204-70 REPRESENTAION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (DEVIATION I) (AUG 2019)

As prescribed in 504.2105, insert the following clause:

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Deviation I) (Aug 2019)

(a) Definitions. As used in this clause-

“Covered telecommunications equipment or services”, “Critical technology”, and “Substantial or essential component” have the meanings provided in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing-

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Representation. [Contractor to complete and submit to the Contracting Officer] The Offeror or Contractor represents that it [] will or [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract, order, or other contractual instrument resulting from this contract. This representation shall be provided as part of the proposal and resubmitted on an annual basis from the date of award.

(d) Disclosures. If the Offeror or Contractor has responded affirmatively to the representation in paragraph (c) of this clause, the Offeror or Contractor shall provide the following additional information to the Contracting Officer--

SECTION 1 – SUPPLIES AND PRICES

- (1) All covered telecommunications equipment and services offered or provided (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
- (2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;
- (3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and
- (4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of clause)

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9.1 LIST OF ATTACHMENTS

The following attachments are attached, either in full text or electronically at the end of the DO.

ATTACHMENT	TITLE
A	COR Appointment Letter

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